

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

**IN RE:** )  
                        )  
**CUMMINGS MANOOKIAN, PLLC,** )      Case No. 3:19-bk-07235  
**Debtor.**                 )      Chapter 7  
                        )      Judge Walker  
**JEANNE ANN BURTON, TRUSTEE,** )  
                        )  
**Plaintiff,**                 )  
                        )  
**v.**                         )  
                        )  
**HAGH LAW, PLLC; AFSOON** )  
**HAGH; MANOOKIAN, PLLC; and** )  
**FIRST-CITIZENS BANK & TRUST** )  
**COMPANY,**                 )  
**Defendants.**                 )  
                        )      Adv. Proc. No. 3:20-ap-90002

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**TRUSTEE'S REPLY TO RESPONSE IN OPPOSITION  
TO MOTION TO COMPEL DISCOVERY RESPONSES  
FROM AFSOON HAGH AND HAGH LAW, PLLC**

Pursuant to the Court's pretrial order in this matter, the Trustee submits this reply to the Response in Opposition to Motion to Compel Discovery Responses from Afsoon Hagh and Hagh Law, PLLC (Doc. 270) (the "Response").

The Motion to Compel Responses from Afsoon Hagh, Individually and on Behalf of Hagh Law, PLLC (Doc. 264) (the "Motion") detailed seven (7) questions related to a settlement of the *Keefer v. Vanderbilt University Medical Center* lawsuit for which the Trustee seeks answers. Ms. Hagh does not dispute that she refused to answer such questions at her deposition. She does not dispute that she refused to answer the questions when the issue was presented again in a letter in March 2025. She does not dispute that the deposition transcript was marked "Confidential". She does not dispute that a Protective

Order was in place in this matter at the time of the deposition. She does not dispute that the Debtor had an engagement letter with the plaintiffs in the *Keefer* matter. She does not dispute that the Trustee maintained an attorneys' lien in the *Keefer* case that, by agreement, was transferred to the fees from the *Keefer* matter which were to be held by Bass, Berry & Sims.

Rather, Ms. Hagh's only response is that the Trustee is not entitled to this information because the Defendants believe that the Trustee is not entitled to any fees from this lawsuit due to the dissolution of the Debtor prior to the resolution of the *Keefer* lawsuit. But that begs a question that is central to this entire lawsuit, and one that the Court will ultimately determine. The Trustee has more than a good faith argument that this estate is entitled to some portion of the *Keefer* fees; she filed this lawsuit and filed an attorney's lien based upon that assertion. The Trustee is entitled to know the result of that case, the amount of fees produced by that case, and how much of (or whether any of) those fees are still being held by Bass, Berry & Sims as the parties agreed.

Wherefore, the Trustee requests that the Court compel Ms. Hagh, individually and as a representative of Hagh Law, PLLC, to respond to the following questions, subject to the terms of the Protective Order filed in this case (in addition to any other relief the Court finds appropriate):

- 1) Was a settlement reached in the Keefer Matter?
- 2) If so, what were the terms of that settlement?
- 3) How much was paid to the plaintiff in the Keefer Matter?
- 4) How much was distributed to other plaintiffs' counsel (indicating name of counsel, amount distributed, and date distributed)?

- 5) How much, if anything, was paid to Afsoon Hagh, Brian Cummings, or any other party as reimbursement of expenses in the Keefer Matter?
- 6) How much was deposited into the trust account for Bass, Berry & Sims on account of the Keefer Matter?
- 7) How much is on deposit today in the trust account for Bass, Berry & Sims on account of the Keefer Matter?

Dated: July 10, 2025

Respectfully Submitted,

/s/ Phillip G. Young, Jr.

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Special Counsel to Trustee

**Certificate of Service**

The undersigned hereby certifies that a true and exact copy of the foregoing has been served via electronic notice/ECF and/or United States Mail, first class, postage prepaid, to the following persons:

Craig V. Gabbert, Jr.  
Bass, Berry & Sims PLC  
21 Platform Way, Suite 3500  
Nashville, TN 37203

John T. Spragens  
Spragens Law PLC  
311 22<sup>nd</sup> Ave. N.  
Nashville, TN 37203

This 10th day of July, 2025.

*/s/ Phillip G. Young, Jr.*  
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Phillip G. Young, Jr.